

MORTGAGE

THIS MORTGAGE is made this 20th day of December, 2010, between Tadeusz Kuc and Zofia Kuc, presently residing at 36 Laurel Wood Drive, N. Attleboro, MA (herein "Mortgagor(s)"), and the Clerk of the United States District Court for the District of Massachusetts, United States Courthouse, 1 Courthouse Way, Boston, Massachusetts (herein "Mortgagee").

WITNESSETH, for consideration paid and to secure a personal bond of even date for Matthew Kuc (herein "Defendant"), in Criminal No. 10-122, before the United States District Court for the District of Massachusetts (herein "Court"), in the amount of one hundred thousand (\$ 100,000.00) Dollars executed by the Defendant and the Mortgagor(s) in favor of the United States of America, and to secure due observance and performance of the obligation, terms, and conditions as set forth in an Order Setting Conditions of Release dated December 17, 2010, and filed with the Court, and to further secure the performance of all other covenants and agreements of or by the Defendant and Mortgagor(s) herein for the benefit of the Mortgagee, which may now exist or may hereafter exist or accrue while this Mortgage is still undischarged of record, and in furtherance of and pursuant to an escrow agreement made this day between the Mortgagor(s), the United States Attorney for the District of Massachusetts and the Mortgagee, the Mortgagor(s) hereby mortgage, with power of sale, the following parcel of real property, with the following covenants thereon, situate, lying and being in the County of Bristol, Commonwealth of Massachusetts, and more particularly described in the following deed:

A deed from Cynthia R. Treannie as Trustee  
to Tadeusz Kuc and Zofia Kuc  
dated August 25, 2009, and recorded in the  
Bristol County Registry of Deeds at  
Book 6453, Page 264;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are hereinafter referred to as the "Property."

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THE MORTGAGOR(S) covenant with the Mortgagee as follows:

1. That the Mortgagor(s) shall pay the indebtedness as hereinbefore provided.
2. That the Mortgagor(s) will keep the Property insured against loss by fire or hazards included within the term "extended coverage" for the benefit of the Mortgagee; that the Mortgagor(s) will assign and deliver the policies to the Mortgagee; and that the Mortgagor(s) will reimburse the Mortgagee for any premiums paid or insurance made by the Mortgagee on the Mortgagor(s)'s default in so insuring the Property or in so assigning and delivering the policies. However, the Mortgagee shall never be required to maintain insurance of any type or description on the Property.
3. That the Mortgagor(s) shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and no building on the Property shall be removed or demolished without the consent of the Mortgagee.
4. That the Mortgagor(s) will pay all taxes, assessments or water rates, and in default thereof, the Mortgagee may, but is not required to, pay the same. In the event that the Mortgagee elects not to pay the same, the Mortgagee is not required to so notify the Mortgagor(s).
5. That the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, said proceeds not to exceed the dollar amount of the personal bond secured by this Mortgage, shall be delivered to the Mortgagee, who shall hold such proceeds in a non-interest bearing escrow account until either (A) the personal bond has been discharged by the Court, whereupon, and only upon an order of the Court, the Mortgagee shall deliver said proceeds to the Mortgagor(s), or (2) the Defendant fails to observe the Order Setting Conditions of Release and is defaulted by a judicial officer of the Court, whereupon the proceeds shall be disbursed for the benefit of the United States of America in accordance with, and only upon, an order of the Court.
6. That notice and demand or request may be made in writing and may be served in person or by mail.
7. That the Mortgagor(s) will warrant and defend the title to the Property against all claims and demands.
8. That the Mortgagor(s) will create no further encumbrances of any kind against the Property.
9. That the Mortgagor(s), in case a sale shall be made under the power of sale, will, upon request, execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and that the Mortgagee is appointed and

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constituted the attorney irrevocable of the Mortgagor(s) to execute and deliver to said purchaser a full transfer of all policies of insurance on the Property at the time of such sale.

10. That the holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

11. Notwithstanding any other agreement between the Mortgagor(s) and Mortgagee, or any provision of law, the Mortgagee shall not be required to discharge this Mortgage except upon order of the Court. It shall be the obligation of the Mortgagor(s) to furnish the Mortgagee with a certified copy of said order.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the  
Mortgagor(s).

Topic blue

John F

COMMONWEALTH OF MASSACHUSETTS

BRISTOL  
SUFFOLK, SS

On December 20, 2010

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*John Mayfield*

NOTARY PUBLIC

ission Expires: \_\_\_\_\_

My Commission Expires:

(MORTGAGE FORM.wpd - 05/2001)



**ESCROW AGREEMENT**

ESCROW AGREEMENT entered into this 20th day of December, 2010, among Tadeusz Kuc and Zofia Kuc (herein "Surety"), Michael K. Loucks, in his official capacity as Acting United States Attorney for the District of Massachusetts (herein "United States Attorney"), and Sarah A. Thornton, in her official capacity as Clerk of the United States District Court for the District of Massachusetts (herein "Escrow Agent").

WHEREAS the Surety is desirous of effecting the release of

Matthew Kuc (herein "Defendant") in Criminal No. 10-172, on the terms and conditions of bail set forth in an Order Setting Conditions of Release (herein "Bail Order") dated December 17, 2010, and entered by the Honorable Sorokin, United States District Judge/Magistrate Judge, and has agreed to execute a personal bond in the amount of one hundred thousand (\$ 100,000.00) Dollars (herein "Personal Bond") to secure the Defendant's compliance with the terms and conditions of the Bail Order.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Surety shall execute a quitclaim deed to the parcel of real property located at 36 Laurel Wood Drive, Attleboro, MA 02052 02760 in favor of the United States of America, and deliver said deed to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement.

2. The Surety further agrees to execute any additional documents and take any action necessary to effectuate the transfer of said parcel of real property and facilitate the sale of such property in the event that the Defendant is in default of the terms and conditions of the Bail Order or Personal Bond.

3. The Escrow Agent shall hold the quitclaim deed in escrow under the following terms and conditions:

A. In the event that the Defendant fails to appear as required at all proceedings in Criminal No. 10-172 or otherwise violates any condition of bail, and Defendant is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and in lieu of or in addition to foreclosure proceedings on any mortgage granted by the Surety, the Escrow Agent shall tender the quitclaim deed to the United States Attorney, and he shall cause the same to be immediately recorded without notice to the Surety. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the Surety in connection with Criminal No.

10-172 is expressly waived by the Surety.

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B. This Agreement shall terminate upon the final disposition of Criminal No. 10-172 and written discharge of the bond provided to the Surety by the United States of America. Upon such termination, and upon order of the Court, the Escrow Agent shall deliver the quitclaim deed to the Surety.

4. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

5. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties here have caused this Agreement to be executed as of the date first written above.

ESCROW AGENT:

SARAH A. THORNTON,  
CLERK OF COURT

By: Deputy Clerk  
Deputy Clerk

CARMEN ORTIZ  
MICHAEL K. LOUEKS,  
ACTING UNITED STATES ATTORNEY

By: Seal Wallace  
Asst. U.S. Attorney

SURETY:

Tadeusz Kuc

Zofia Kuc

Zofia Kuc

COMMONWEALTH OF MASSACHUSETTS

Bristol  
~~SUPERIOR~~ SS

On December 20, 2010

Then personally appeared Tadeusz and Zofia Kuc

and acknowledged the foregoing to be free act and deed before me.

Susan Marie Farley  
NOTARY PUBLIC

My Commission Expires: June 9, 2017



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After a few minutes the salt begins to precipitate, and this continues until all the salt is precipitated, when the salt is removed by a filter.

and to maintain and develop a strong relationship with the customer who has placed an order (see [Appendix 2](#) for the corresponding).

Witnesse, on the 1<sup>st</sup> day of August, in the year of our Lord, 1851, & in the 25<sup>th</sup> year of the reign of our Sovereign Lord, King William IV, by the Grace of God, King of the United Kingdom of Great Britain and Ireland, &c. &c. &c.

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POST-SECOND ALBUM

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### quarantine

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## ГАИС ТГУ, РИУ, РИСИ, ИИТМО

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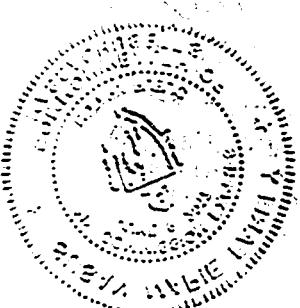
1899-1900

2018 RELEASE UNDER E.O. 14176

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1200 KINETIC STUDY



**QUITCLAIM DEED**

We, Tadeusz Kuc and Zofia Kuc, husband and wife, both of Attleboro, Bristol County, Massachusetts, for consideration paid, grant to the United States of America, with Quitclaim Covenants:

The land with the buildings thereon located in North Attleboro, Bristol County, Massachusetts shown as LOT 38 on a plan of land entitled "Revised Application, Plan of Land No. 1 Oak Crest Village, North Attleboro, Massachusetts, Scale 1"=40", dated August 13, 1991, by SMR Surveying & Engineering, Inc., recorded with the Bristol County, Northern District Registry of Deeds in Plan Book 320, Page 74.

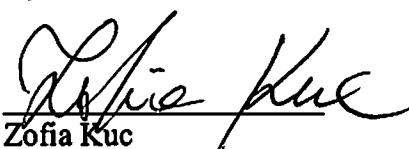
Being a portion of the premises conveyed to Cynthia R. Treannie, Trustee of Timesavers Realty Trust, by Quitclaim Deed of Leonard M. DeLoia and Malcolm R. Buchanan recorded in the Bristol County Northern District Registry of Deeds in Book 5539, at Page 34.

For Grantors' title see deed recorded with Bristol County Registry of Deeds in Book 6453, at Page 264.

Witness our hands and seal this 20th day of December, 2010.



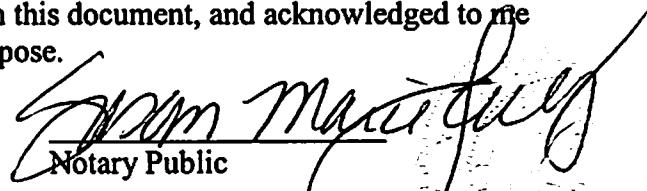
Tadeusz Kuc



Zofia Kuc

**COMMONWEALTH OF MASSACHUSETTS**

On this 20 th day of December 2010, before me, the undersigned notary public, personally appeared Tadeusz Kuc and Zofia Kuc, personally known to me or each proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public



CONTINUATION PAGE

After certain evidence had been introduced by the defense, the court recessed to allow the parties to review the record. The court is of the opinion that the defense has not established that the defendant is innocent of the offense charged. The court is of the opinion that the defendant is guilty of the offense charged.

The court has considered the defense's argument that the defendant is innocent of the offense charged. The court is of the opinion that the defense has not established that the defendant is innocent of the offense charged. The court is of the opinion that the defendant is guilty of the offense charged.

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After consideration of the defense's argument that the defendant is innocent of the offense charged, the court is of the opinion that the defendant is guilty of the offense charged.

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APPENDIX / EXHIBIT (CONTINUATION)

The court is of the opinion that the defense has not established that the defendant is innocent of the offense charged. The court is of the opinion that the defendant is guilty of the offense charged.

